

EXHIBIT 1

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

MELINDA SGARIGLIA,)	
)	
Plaintiff,)	Case No. 1:19-cv-05684
v.)	
)	Honorable Robert W. Gettleman
AMERICAN INTERNATIONAL)	
RELOCATION SERVICES, LLC, d/b/a)	Magistrate Judge Gabriel A. Fuentes
AIRES, an Illinois limited liability)	
company, NICHOLAS GONRING, and)	Jury Demanded
KELSEY GONRING,)	
)	
Defendants.)	
<hr style="width: 45%; margin-left: 0;"/>		
NICHOLAS GONRING and KELSEY)	
GONRING,)	
)	
Third Party Plaintiffs,)	
)	
v.)	
)	
2726 WEST CORTEZ CONDOMINIUM)	
and JOHN GORR,)	
)	
Third Party Defendants.)	

AFFIDAVIT OF KELSEY GONRING

I, Kelsey Gonring, hereby declare pursuant to 28 U.S.C. §1746:

1. I am over 18 years of age and competent to testify to the matters set forth below, of which I have personal knowledge.

2. From May 10, 2016, until July 25, 2018, my husband Nicholas Gonring and I owned unit 1 (“Unit 1”) in a three-condo building located at 2726 W. Cortez Ave., Chicago, IL (the “Building”).

3. Unit 3, the third and top floor of the Building, was owned by John Gorr (“Gorr”) throughout the time we lived in the Building. Gorr was President of the 2726 West Cortez

Condominium Association (the “Association”) from before the time we moved into the Building and continued to serve as President through the time we left.

4. By way of my ownership in the Unit, I was a member of the Association.

5. The Association was governed by its Declaration and Bylaws, which were kept as part of the ordinary course of business of the Condo Association. A true and correct copy of the Declaration and Bylaws of the Association is attached to the Gorrings’ Statement of Additional Material Facts as **Exhibit 2**.

6. On December 4, 2017, I received an email from John Gorr, the owner of Unit 3. This email (attached to the Gorrings’ Statement of Additional Material Facts as **Exhibit 3**) was the first time I became aware of any significant water infiltration into John Gorr’s Unit 3.

7. In this same email, Gorr informed me that the water infiltration into Unit 3 had been occurring for a least five years, and during this time he had made “minor fixes” that did not resolve the issue. **Exhibit 3**.

8. The Association engaged Arrow Masonry and Exterior, Inc. (“Arrow”) to remediate the water infiltration into Unit 3. This work was completed on or before June 4, 2018.

9. On June 14, 2018, Gorr and I discussed what the Association was required to disclose pursuant to 765 ILCS 605/22.1 (the “Association Disclosure”). During this discussion, Gorr did not inform me of any additional or continuing issues to Unit 3. A true and correct copy of the correspondence dated June 14, 2018, is attached to the Gorrings’ Statement of Additional Material Facts as **Exhibit 4**; a true and correct copy of the Association Disclosure is attached to the Third-Party Complaint (Dkt. #55) as Exhibit B.

10. A month later, on July 13, 2018, Gorr emailed my husband and I and notified us that a moisture monitoring system that a potential buyer was utilizing in his Unit 3 had detected

moisture “in the SW window area” of his unit after a hard rain. In this email, Gorr notified us that the contract for the sale of Unit 3 to that buyer fell through. Gorr also informed us in this correspondence that he had Arrow return to the Building to apply a second coat of sealant, which is a repair designed to stop water infiltration. A true and correct copy of the correspondence dated July 13, 2018 is attached to the Gonrings’ Statement of Additional Material Facts as **Exhibit 5**.

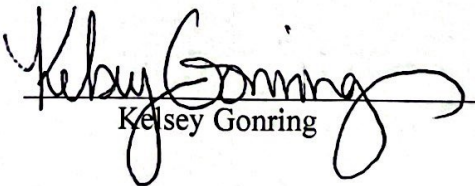
11. After Gorr’s July 13, 2018 email, I never received further communication from John Gorr regarding any further moisture readings or any water intrusion in Unit 3. Gorr did not inform me of any other inspections to Unit 3, or any other sale contracts for Unit 3 falling through.

12. At no time prior to Plaintiff’s filing of this litigation was I informed by anyone, including Gorr, that mold was discovered in Unit 3.

Declarant further sayeth naught.

I, Kelsey Gonring, declare under penalty of perjury that the foregoing is true and correct.

Executed on August 18, 2023


Kelsey Gonring